

**INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF
BELLINGHAM FOR GOVERNANCE, OPERATIONS AND FUNDING TO SUPPORT
THE WHATCOM RACIAL EQUITY COMMISSION**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between Whatcom County, Washington, a political subdivision of the State of Washington (the "County") and the City of Bellingham, Washington, a municipal corporation of the State of Washington (the "City") (collectively the "Parties") to affirm and agree jointly to the terms of financial support and ongoing governance and operation of the Whatcom Racial Equity Commission (the "Commission").

I. RECITALS

WHEREAS, Chapter 39.34 RCW entitled "Interlocal Cooperation Act" permits local governments to cooperate and form agreements with one another;

WHEREAS, the Parties have partnered to support a county-wide racial equity commission to advise local governments on policies to help address racial inequality;

WHEREAS, the Parties recognize that race-based disparities are often overlooked on local, regional, and national levels;

WHEREAS, existing disparities in our laws and public policies, and in our private institutions, have often denied equal opportunity to underserved and underrepresented individuals and communities;

WHEREAS, local government leaders recognize the community-wide costs and impacts associated with racial inequity and disparities;

WHEREAS, the Parties are committed to serving their communities by furthering racial equity throughout Whatcom County and working to address the impacts attributed to racial inequity;

WHEREAS, the Parties agree that the establishment of a county-wide racial equity commission will help facilitate these goals by providing a direct voice to those community members who have been historically underserved, underrepresented and adversely impacted by racial inequality;

WHEREAS, Whatcom County has established, through County ordinance, the Whatcom Racial Equity Commission to help address the concerns and issues discussed herein;

WHEREAS, the Parties are committed to provide funding to help support the establishment and work of the Whatcom Racial Equity Commission as outlined in this interlocal agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

II. AGREEMENT

1. **PURPOSE.** Under the authority and conformance with Chapter 39.34 RCW, the Interlocal Cooperation Act, this Agreement shall memorialize the desire of the Parties to 1) declare their commitment to the purpose and goals of the Whatcom County Racial Equity Commission and 2) provide joint funding of certain necessary and allowable expenses incurred by the Whatcom County Racial Equity Commission. Such funding shall be used to support those authorized functions of the Commission as provided for under Whatcom County Code 2.107 and that are agreed upon by the parties pursuant to this Agreement.

2. **PARTIES STATEMENT OF SUPPORT FOR THE WHATCOM RACIAL EQUITY COMMISSION.** Consistent with the purpose and provisions of Whatcom County Code 2.107, and through this Agreement, the Parties jointly affirm their commitment to the work of the Whatcom Racial Equity Commission in Whatcom County. The Parties acknowledge the need for ongoing cooperation between themselves and the Whatcom Racial Equity Commission to address issues of racial equity County-wide and to ensure that broad and diverse voices are forefront in their policymaking conversations. It is understood that the Whatcom Racial Equity Commission has been established to provide this voice and serve as a crucial source of data and advice not only to the Parties but to the community as a whole. The Parties agree that their respective legislative and executive branches will support and utilize the Commission's work to address racial equity issues in their jurisdictions, and that the Parties will cooperate and act to forward the purpose, function and operations of the Commission consistent with the provisions of Whatcom County Code 2.107.

3. **FINANCIAL OBLIGATIONS OF THE PARTIES.** The goal of the Parties is to support the Commission's role as a county-wide advisory commission on issues of racial equity to local government agencies, organizations committed to the aims of the Commission, and the community as a whole. To further this goal the Parties are committing by the terms of this Agreement to provide funding for qualified and allowable expenses as follows:

a. The County and the City shall each seek to make available and commit funds in an amount not to exceed \$100,000 per year, for an initial period of three years, to support the administration and work of the Commission.

b. Under this Agreement the Parties will only be obligated to provide funding in an amount annually approved by their respective legislative bodies and as provided in their respective budgets.

c. On an annual basis thereafter, the Whatcom County Executive and the Bellingham Mayor will jointly review the Commission's proposed operating budget and may consider for submission to their respective legislative bodies related funding requests.

d. Under this Agreement committed funds shall be used only to pay for "Allowable Expenses". Allowable Expenses include those categories of costs and expenses i) that are identified in Exhibit A; ii) that arise from County executed contracts that support the Commission; and iii) that are approved in writing by the Parties prior to contracting.

e. The County shall be responsible for contracting requirements as may be necessary to support the Commission's functions, operations, projects, and administrative support. All such contracts shall set forth an annual scope of work identifying allowable expenses that support the Commission and its administration, and shall be subject to federal, state and local law and regulations. Qualified and allowable expenses incurred to support the Commission's functions shall be limited to those outlined in Exhibit A and that are pre-approved in writing by the Parties.

f. The City shall reimburse the County for fifty percent of all Allowable Expenses up to \$100,000 per year, pursuant to the provisions of Exhibit A, for an initial period of three years. On an annual basis thereafter, any funding support for the Commission's work shall be established through the Parties' respective legislative budget processes.

g. The County shall provide invoices to the City for reimbursement of Allowable Expenses. County invoices shall document the Allowable Expense and include a copy of the vendor's invoice. The City shall reimburse the County within 45 days of receipt of the County's reimbursement invoice.

4. **TERM OF THE AGREEMENT.** This Agreement is effective upon the date of execution by the Parties and approval by their respective legislative bodies and shall continue for an initial period of three (3) years. Thereafter, this agreement shall automatically renew for successive one (1) year terms, unless either Party provides notice to the other of its intent to terminate this agreement not less than six (6) months prior to the end of the then current term.

5. **NEW PARTIES TO THE AGREEMENT.** The Parties may allow additional public agencies (as the term is defined in RCW 39.34.020) to become parties to this Agreement subject to such terms and conditions as they unanimously agree.

6. **TERMINATION.** Any party hereto may terminate this Agreement upon six months notice in writing either personally delivered or mailed to the Parties' last known address for purposes of giving notice under this paragraph. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of the termination.

7. **TERMINATION FOR REDUCTION IN FUNDING.** In the event that funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, a Party may summarily terminate all financial provisions of this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of mailing of the notice, whichever occurs first.

8. **NOTICES.** All notices, demands, requests, consents, and approvals which may or are required to be given by any Party, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County:

Whatcom County Executive's Office
Attn: Kayla Schott-Bresler
311 Grand Avenue, Suite 108
Bellingham, WA 98225
kschottb@co.whatcom.wa.us

The City:

City of Bellingham Mayor's Office
Attn: Janice Keller
210 Lottie Street
Bellingham, WA 98225
jkeller@cob.org

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon factual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed, original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document

9. **LIABILITY.** Each Party to this Agreement will be responsible for the negligent and willful acts or omissions of its own employees, officers, volunteers or agents in the performance of this Agreement. Neither Party will be considered an agent of the other, no does either party assume any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

10. **CHANGES, MODIFICATIONS, AMENDMENTS OR WAIVERS.** This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver of breach of any term or condition shall not be considered a waiver of any prior or subsequent breach.

11. **SEVERABILITY.** In the event of any term of condition of the Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions and applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

12. **OTHER PROVISIONS.** Parties to this Agreement will comply with all applicable Federal, State and Local laws and other requirements that govern this Agreement.

13. **PUBLIC RECORD ACT.** All records received by any Party pursuant to this Agreement shall be made public record and therefore subject to the Public Records Act.

14. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto.

DATED this ___ day of _____, 2022, for **WHATCOM COUNTY:**

APPROVED:

Accepted for Whatcom County:

By: _____
Sapal Sidhu, Whatcom County Executive

Approved as to Form:



Prosecuting Attorney

DATED this _ day of _____, 2022, for the **City of Bellingham:**

By: _____
Seth Fleetwood, Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

EXHIBIT A

(Financial Commitments / Allowable Expenses)

A. BACKGROUND

The Whatcom County Racial Equity Commission (WREC) is a Whatcom County advisory commission established under Whatcom County Code 2.107. The purpose of the WREC is to help further racial equity throughout Whatcom County and to advise on means for addressing the impacts attributed to inequity. Pursuant to this Agreement, Whatcom County and the City of Bellingham have agreed to provide funding for staffing and administrative support necessary to carry out the WREC's functions.

B. RESPONSIBILITIES

The County shall be responsible to contract for the allowable staff positions, administrative support and other qualifying services or goods that will be provided to the WREC.

The County will invoice the City for its share of these related costs. In retaining these services, the County shall comply with all applicable purchasing and contracting requirements and processes.

For an initial period of three years, the County and the City shall share equally in the allowable staff and administrative services costs as follows and with the understanding that these funds will be used only for those categories of expenses identified herein or otherwise agreed upon in writing by the Parties:

- 1) Whatcom County: Up to \$100,000 per calendar year, contingent upon annual budget approval, for a period of three years.
- 2) The City of Bellingham: Up to \$100,000 per calendar year, contingent upon annual budget approval, for a period of three years.

On an annual basis thereafter, funding support for the Commission's work shall be established through the Parties' respective legislative processes.

The County will send the City an invoice and statement identifying allowable contract cost outlays, including the City and County shares, and reimbursements through other sources (if applicable.) The City shall reimburse the County within 45 days of receipt of the County's reimbursement invoice. Neither the City nor the County shall be responsible to cover any costs paid through other sources, including grants or reimbursements.

C. ALLOWABLE EXPENSES AND CONTRACTOR REQUIREMENTS

1. Contract expenses as pre-approved by the Parties in writing for goods and services supporting the WREC to include:

- Administrative Fees/Overhead Facility Costs

- Telephone/Internet/Technology
- Office Supplies
- Personnel Costs, including supplemental benefits
- Travel/Training
- Meeting Expenses
- Communications & Marketing Expenses
- Professional/Consulting Services

Additional allowable expenses, including but not limited to Commission member stipends as may be authorized by law, may be added to this list by written agreement of the Parties.

Allowable expenses shall be identified in the Scope of Work as part of any contract for services.

All contractor invoices will include documentation demonstrating completion of deliverables and receipts as appropriate including registration fees or other documentation of training expenses. Travel reimbursement must include dates of travel, starting point, destination and purpose of travel. Lodging and meal costs shall not exceed the U.S. General Service Administration domestic per diem rates (www.gsa.gov) specific to location. Mileage will be reimbursed at the current GSA rate (www.gsa.gov).

Administrative service contractor shall be required to provide the Whatcom County Executive's Office monthly invoices which include the WREC's monthly activities.